

**SUPPORT AGREEMENT**

<b>1. AGREEMENT NUMBER</b> <i>(Provided by Supplier)</i>		<b>2. SUPERSEDED AGREEMENT NO.</b> <i>If this replaces another agreement</i>		<b>3. EFFECTIVE DATE (YYYYMMDD)</b> 2006/08/03		<b>4. EXPIRATION DATE</b> <i>(May be "indefinite")</i> Indefinite	
<b>5. SUPPLYING ACTIVITY</b>				<b>6. RECEIVING ACTIVITY</b>			
<b>a. NAME AND ADDRESS</b> U.S. Army Corps of Engineers Transatlantic Programs Center (CETAC) P.O. Box 2250 Winchester, VA 22604-1450				<b>a. NAME AND ADDRESS</b> U.S. Department of State Bureau of Diplomatic Security (DS/C/PSP), SA-14, 1400 Wilson Blvd. Arlington, VA 22209			
<b>b. MAJOR COMMAND</b> U.S. Army Corps of Engineers				<b>b. MAJOR COMMAND</b> U.S. Department of State			
<b>7. SUPPORT PROVIDED BY SUPPLIER</b>							
<b>a. SUPPORT</b> <i>(Specify what, when, where, and how much)</i>				<b>b. BASIS FOR REIMBURSEMENT</b>		<b>c. ESTIMATED REIMBURSEMENT</b>	
This support agreement (SA) is entered into by and between the Transatlantic Programs Center (CETAC), the servicing entity, and the U.S. Department of State, Bureau of Diplomatic Security (DOS-BDS), the receiving activity, for the design, construction and installation of overhead cover systems for selected high-density gathering facilities at various locations in Iraq. This SA is entered into pursuant to the Economy Act, 31 U.S.C. 1535, DODI 4000.19 and FAR Subpart 17.5. Conditions of this SA and actions pursuant thereto are governed by applicable statutes, regulations, directives and procedures of the U.S. Government and the Department of Defense. All procurement related actions taken by CETAC hereunder shall also be governed by applicable U.S. Army and Corps of Engineers regulations and policies. Each party shall have a point of contact to handle matters relative to this SA.				Design, construction and installation of overhead cover systems for selected high-density gathering facilities at various locations in Iraq.		[PUT IN ESTIMATED COST OR CITATION TO ATTACHMENT DESCRIBING THE SAME]  \$50,000,000 initially. Up to \$100,000,000 incrementally. (Funding data separately on DD FORM-448)	
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO				<input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>8. SUPPLYING COMPONENT</b>				<b>9. RECEIVING COMPONENT</b>			
<b>a. COMPTROLLER SIGNATURE</b> Pamela E. Kelly <i>P. Kelly</i> Director, Resource Management		<b>b. DATE SIGNED</b> 8/10/06		<b>a. COMPTROLLER SIGNATURE</b> William R. Terrini <i>W. Terrini</i> Chief Financial Officer		<b>b. DATE SIGNED</b> 8/7/06	
<b>c. APPROVING AUTHORITY</b>				<b>c. APPROVING AUTHORITY</b>			
<b>(1) TYPED NAME</b> James E. Langan, LTC, EN, Dep. Cmdr				<b>(1) TYPED NAME</b> Janice E. Burke, Executive Director (Acting)			
<b>(2) ORGANIZATION</b> U.S. Army Corps of Engrs Transatlantic Programs Center		<b>(3) TELEPHONE NUMBER</b> [REDACTED]		<b>(2) ORGANIZATION</b> Bureau of Diplomatic Security		<b>(3) TELEPHONE NUMBER</b> [REDACTED]	
<b>(4) SIGNATURE</b> <i>[Signature]</i>		<b>(5) DATE SIGNED</b> 10/11/06		<b>(4) SIGNATURE</b> <i>[Signature]</i>		<b>(5) DATE SIGNED</b> 8-7-2006	
<b>10. TERMINATION</b> <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>							
<b>a. APPROVING AUTHORITY SIGNATURE</b>		<b>b. DATE SIGNED</b>		<b>c. APPROVING AUTHORITY SIGNATURE</b>		<b>d. DATE SIGNED</b>	

**11. GENERAL PROVISIONS** (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of \_\_\_\_\_ prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to: \_\_\_\_\_
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

g. **FUNDING:** DOS-BDS shall be responsible for all costs associated with CETAC's provision of goods or services under this MOA. Payment shall be in U.S. Currency. DOS-BDS shall provide funding as specified in this SA for the goods and services requested in advance of any obligation by CETAC to provide such goods or services. Upon signing this SA, CETAC will accept the order and return an acceptance to the DOS-BDS. CETAC shall bill the DOS-BDS monthly for costs incurred, using Standard Form (SF) 1080, Voucher for Transfers Between Appropriations and or Funds, and the DOS-BDS shall reimburse CETAC using standard check payment procedures, with IPAC preferred. If, during CETAC's provision of goods and services, the actual cost to CETAC for the goods or services to be provided is forecasted to exceed the payment schedule, milestones, the progress indicators, or the total amount of funds provided under this SA, CETAC shall promptly notify DOS-BDS of the amount of additional funding that is needed to complete work. DOS-BDS shall either provide those additional funds to CETAC within thirty (30) days, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under the SA. Within ninety (90) days of completing the work under this SA, CETAC shall conduct a final accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, CETAC shall return to DOS-BDS all funds in excess of the actual costs as then known, or DOS-BDS shall provide any additional funds necessary to cover the actual costs as then known. Such a final accounting shall in no way limit DOS-BDS responsibility to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

(Continued on Page 3)

ADDITIONAL GENERAL PROVISIONS ATTACHED:

YES  NO

**12. SPECIFIC PROVISIONS** (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

### IRAQ OVERHEAD COVER

Project entails design construction and installation of overhead cover systems for selected U. S. Embassy high density gathering facilities and housing at various locations in Iraq. (Regional Embassy Offices in Al Basra, Al Hillah Kirkuk, Embassy Annex Baghdad and other locations as specified) Overhead cover systems for primary facilities shall include e-glass protection layers and concrete foundations, utilities, and mechanical equipment as required, and installation of steel support structure and a pre-detonation layer. All overhead cover systems shall be deigned in accordance with current U. S buildings codes and host nation building codes as directed. This overhead system is designed to mitigate the threat from mortar and rockets attacks directed at our facilities and increase the protection of our officers serving in Iraq.

(See Attached  
DD FORM 448)

ADDITIONAL SPECIFIC PROVISIONS ATTACHED:

YES  NO

## ATTACHMENT A

### SUPPORT AGREEMENT CETAC – DOS General Provisions (continued from page 2)

**h. LIABILITY:** If liability of any kind is imposed on the United States relating to the CETAC's provision of goods or services under this SA, the CETAC will accept accountability for its actions, but the DOS-BDS shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming or other means. Should the DOS-BDS have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, they remain responsible for seeking additional funds from Congress for such purpose, although nothing in this SA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability. Notwithstanding the above, this SA does not confer any liability upon the DOS-BDS for claims payable by the CETAC under the Federal Torts Claims Act. Provided further that nothing in this SA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this SA.

#### **i. RESPONSIBILITIES OF THE PARTIES**

##### **A. Responsibilities of CETAC**

1. The CETAC shall ensure that an authorized CETAC representative signs this SA. The CETAC POC for this SA is COL Robert L. Suthard, Jr.

2. The CETAC shall use its best efforts to provide goods or services either by contract or by in-house effort. CETAC's responsibility to provide services under this SA shall be contingent upon CETAC obtaining for CETAC personnel, including contractor personnel, accreditation at the same level that would be sought for DOS-BDS personnel and contractors performing similar functions and duties in the Host Nation (HN). If CETAC is unable to obtain such accreditation, it will terminate this SA.

3. The CETAC shall provide detailed periodic progress, financial and other reports to the DOS-BDS as agreed to in the SA. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.

##### **B. Responsibilities of the DOS-BDS**

1. The DOS-BDS shall ensure that an authorized DOS-BDS representative signs this SA. The DOS-BDS POC for this SA is Janice E. Burke

2. The DOS-BDS shall provide a scope of work for all DOS-BDS requirements.

3. The DOS-BDS shall pay all costs associated with CETAC's provisions of goods or services under this SA and shall certify, at the time of signature of this SA, the availability of funds necessary to accomplish the SA.

4. DOS-BDS shall be primarily responsible for performing all coordination with and obtaining any permits from U.S. and Host Nation (HN) agencies, as necessary.

5. DOS-BDS shall obtain for CETAC and its contractors access to all DOS-BDS work sites and support facilities necessary to complete the work described in this SA.

**j. CONTRACT CLAIMS AND DISPUTES:**

A. All claims and disputes by contractors arising under or relating to contracts awarded by the CETAC shall be resolved in accordance with U.S. Federal law and the terms of the individual contract. CETAC shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. § 601-613). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.

B. CETAC shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The CETAC shall notify the DOS-BDS of any such litigation and afford the DOS-BDS an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

**k. APPLICABLE LAWS:** This SA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the CETAC shall be governed by CETAC policies and procedures. To the extent consistent with U.S. law, all work performed under this SA shall conform to applicable HN laws.

**l. DISPUTE RESOLUTION:** The parties agree that, in the event of a dispute between the parties, the DOS-BDS and the CETAC shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Department of Justice.

**m. PUBLIC INFORMATION**

A. In general, the DOS-BDS is responsible for all public information. The CETAC may make public announcements and respond to all inquiries relating to the ordinary

procurement and contract award and administration process. The DOS-BDS or the CETAC shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this SA.

B. Justification and explanation of the DOS-BDS 's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the DOS-BDS. The CETAC may provide, upon request, any assistance necessary to support the DOS-BDS's justification or explanations of the DOS-BDS's programs conducted under this SA.

#### n. MISCELLANEOUS

##### A. Other Relationships or Obligations

This SA shall not affect any pre-existing or independent relationships or obligations between the DOS-BDS and the CETAC.

##### B. Survival

The provisions of this SA which require performance after the expiration or termination of this SA shall remain in force notwithstanding the expiration or termination of this SA.

##### C. Severability

If any provision of this SA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

**AMENDMENT, MODIFICATION AND TERMINATION:** This SA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this SA by providing written notice to the other party. The termination shall be effective upon the sixtieth (60) calendar day following notice, unless a later date is set forth. In the event of termination of this SA, the DOS-BDS shall continue to be responsible for all costs the CETAC incurs under the terminated SA and for the costs of closing out or transferring any on-going contracts.